

63

Letting November 18, 2022

Notice to Bidders, Specifications and Proposal



**Contract No. 62N41
WILL County
Section 2021-007-B
Route FAI 80
Project NHPP-5TRB(226)
District 1 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. November 18, 2022 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62N41
WILL County
Section 2021-007-B
Project NHPP-5TRB(226)
Route FAI 80
District 1 Construction Funds**

(1,195-Ff) Removal of existing 4-span bridge along Shepley Road over I-80 in Will County, IL and replacement with a 2-span 264'-00" long, 36'-10" out to out wide bridge. Bridge approach roadway improvements include pavement reconstruction, shoulder construction, guardrail replacement, and maintenance of traffic control.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of FAI Route 80 (I-80), Project NHPP-5TRB(226), Section 2021-007-B, Will County, Contract No. 62N41 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 80 (I-80)
Project NHPP-5TRB(226)
Section 2021-007-B
Will County
Contract No. 62N41

LOCATION OF IMPROVEMENT

The work on this project is located at S.N. 099-8303 on Shepley Road over Interstate 80 in Will County.

DESCRIPTION OF IMPROVEMENT

The work on this project consists of full replacement of S.N. 099-8303 and installation of protective shielding, as well as pavement reconstruction, shoulder construction, guardrail replacement, and maintenance of traffic control along the roadway to the east and west of the structure, and any other work necessary to complete the project as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on **September 30th, 2023** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within **10** working days after the completion date for opening the roadway to traffic. Under extenuating circumstances, the Engineer may direct that certain item of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPELTE THE WORK ON TIME (D1)

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$6,500, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701001, 701006, 701011, 701400, 701401, 701428, 701901, 704001, and 782006.

DETAILS:

Entrance and Exit Ramp Closure Details (TC-08)
Freeway Single and Multi-Lane Weave (TC-09)
Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)
Typical Applications Raised Reflective Pavement Markers (Snow-Plow Resistant) (TC-11)
Multi-Lane Freeway Pavement Marking Details (TC-12)
District One Typical Pavement Markings (TC-13)
Freeway Shoulder Closures and Partial Ramp Closures (TC-17)
Detour Signing for Closing State Highways (TC-21)
Arterial Road Information Sign (TC-22)

SPECIAL PROVISIONS:

Maintenance of Roadways (D1)
Public Convenience and Safety (D-1)
Keeping the Expressway Open to Traffic (D1)
Failure to Open Traffic Lanes to Traffic (D1)
Traffic Control and Protection (Expressways)
Temporary Information Signing (D1)
Traffic Control for Work Zone Areas
Speed Display Trailer (D1)
Traffic Spotters (BDE)
Vehicle and Equipment Warning Lights (BDE)
Work Zone Traffic Control Devices (BDE)

EMBANKMENT I (D1)

Effective: March 1, 2011
Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).

- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - 2) A plasticity index (PI) of less than 12.
 - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D1)

Effective: April 1, 2001

Revised: January 1, 2007

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

ENGINEER’S FIELD OFFICE TYPE A (SPECIAL) (D1)

Effective: December 1, 2011

Revised: May 1, 2013

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (Special). Type A (Special) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 3000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Revise the first sentence of the second paragraph of Article 670.02 to read:

An electronic security system that will respond to any breach of exterior doors and windows with an on-site alarm shall be provided.

Revise the last sentence of the third paragraph of Article 670.02 to read:

Adequate all-weather parking space shall be available to accommodate a minimum of twelve vehicles.

Revise the fifth paragraph of Article 670.02 to read:

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of seven waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service. A weekly cleaning service for the office shall be provided.

Revise subparagraph (a) of Article 670.02 to read:

- (a) Twelve desks with minimum working surface 42 inch x 30 inch each and twelve non-folding chairs with upholstered seats and backs.

Revise the first sentence of subparagraph (c) of Article 670.02 to read:

- (c) Two four-post drafting tables with minimum top size of 37-½ inch x 48 inch.

Revise subparagraph (d) of Article 670.02 to read:

- (d) Eight free standing four-drawer legal size file cabinets with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.

Revise subparagraph (e) of Article 670.02 to read:

- (e) Twenty folding chairs and two conference tables with minimum top size of 44 inch x 96 inch.

Revise subparagraph (h) of Article 670.02 to read:

- (h) Three electric desk type tape printing calculator and two pocket scientific notation calculators with a 1000 hour battery life or with a portable recharger.

Revise subparagraph (i)(2) of Article 670.02 to read:

- (i)(2) Telephones lines. Five separate telephone lines including one line for the fax machine, and two lines for the exclusive use of the Engineer. All telephone lines shall include long distance service and all labor and materials necessary to install the phone lines at the locations directed by the Engineer. The TELCOM company shall configure ROLL/HUNT features as specified by the engineer.

Revise subparagraph (j) of Article 670.02 to read:

- (j) Two plain paper network multi-function printer/copier/scanner machines capable of reproducing prints up to 11 inch x 17 inch within automatic feed tray capable of sorting 30 sheets of paper. Letter size and 11 inch x 17 inch paper shall be provided. The contractor shall provide the multi-function machines with IT support for setup and maintenance.

Revise subparagraph (k) of Article 670.02 to read:

- (k) One plain paper fax machine including maintenance and supplies.

Revise subparagraph (l) of Article 670.02 to read:

- (l) Six four-line telephones, with touch tone, where available, and two digital answering machines, for exclusive use by the Engineer.

Revise subparagraph (m) of Article 670.02 to read:

- (m) One electric water cooler dispenser including water service.

Add the following subparagraphs to Article 670.02:

- (s) One 4 foot x 6 foot chalkboard or dry erase board.
- (t) One 4 foot x 6 foot framed cork board.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL).

FRICITION AGGREGATE (D-1)

Effective: January 1, 2011
 Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone		

Use	Mixture	Aggregates Allowed	
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/6/} :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone		
75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag		
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption \leq 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g) Performance Graded Asphalt Binder (Note 6)	1032
(h) Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

“MIXTURE COMPOSITION (% PASSING) ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“ During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing **for High ESAL**; I-FIT testing **for Low ESAL**. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The **High ESAL** mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). **The Low ESAL** mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

HOT-MIX ASPHALT (D-1)

Effective: January 1, 2022

Revised: August 1, 2022

Replace Article 1030.09(g)(1) of the Standard Specifications with the following:

“(1) The Contractor shall sample approximately 150 lb (70 kg) of mix as required for the Department’s random mixture verification tests according to Article 1030.09(h)(1).”

Replace the second sentence of Article 1030.09(h)(1) of the Standard Specifications with the following:

“The Engineer will randomly identify one sample for each 3,000 tons (2,720 metric tons) of mix, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous 3,000 tons (2,720 metric tons) in the Engineer’s random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification tests.”

Add the following to the end of the third paragraph of Article 1030.09(h)(2) of the Standard Specifications:

“The HMA maximum theoretical specific gravity (G_{mm}) will be based on the Department mixture verification test. If there is more than one Department mixture verification G_{mm} test, the G_{mm} will be based on the average of the Department test results.”

GRADING AND SHAPING SHOULDERS (D1)

Effective: December 28, 2001

Revised: January 1, 2007

Description. This work consists of regrading the existing aggregate shoulder high areas before a new layer of stone is laid for the proposed Aggregate Shoulder.

Construction Requirements. Applicable portions of Sections 202 and 481 shall apply. The existing aggregate shoulder shall be redistributed and regraded to fill any low spots and compacted in a manner approved by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per unit (equivalent to 100 linear feet) for GRADING AND SHAPING SHOULDERS

COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK) (D1)

Effective: January 1, 2019

Revised: August 15, 2022

Description. This work shall be performed in accordance with Section 502.06 of the Standard Specifications for Road and Bridge Construction, except as herein modified. The work shall consist of the preparation of an in-stream/wetland work plan and the installation, maintenance, removal and disposal of the temporary cofferdam(s) to isolate the work area from water within regulated wetlands and Waters of the U.S. (WOUS) in accordance with the authorized U.S. Army Corps of Engineers (USACE) Section 404 Permit and the General Conditions of the current Nationwide Permit Program.

Materials. Materials shall be in accordance with the USACE Section 404 Permit and General Conditions of the current Nationwide Permit Program.

Construction Requirements. Construction shall be in accordance with Article 502.06(a) of the Standard Specifications for Road and Bridge Construction and in accordance with the authorized USACE Section 404 Permit. For Cofferdam - Type 1, it is anticipated the design will be based on the flow requirement as shown in the plans and per the General Conditions of the current Nationwide Permit Program.

The Contractor shall be responsible for diverting the water flow from the construction area using a method meeting the approval of the Engineer and in accordance with the authorized USACE Section 404 Permit and General Conditions of the current Nationwide Permit Program.

This project requires a USACE Section 404 Permit prior to the start of work. All conditions of the Section 404 Permit must be followed. As a condition of the Section 404 Permit, the Contractor will be required to submit an In-Stream/Wetland Work Plan to the Department for approval. The USACE defines and determines in-stream/wetland work within the WOUS.

Guidelines on acceptable In-Stream/Wetland work techniques can be found on the USACE website: <https://www.lrc.usace.army.mil/Missions/Regulatory/Illinois/IL-Nationwide-Permits/>

Method of Measurement. This work will be measured for payment in units of Each where Each is defined as a plan detailed stage of bridge, culvert or other construction for which a temporary in-stream cofferdam(s) is required. If staged construction is not detailed/specified on the plans, this work will be measured as a total of One Each.

Basis of Payment. This work will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK).

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department’s contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
21+70.00, 48.89 LT TO 24+36.00, 53.64 LT	Telephone Line	Telephone Line: It is anticipated that the existing AT&T utility line will be relocated from its existing location to a proposed location 31' LT of the Shepley Rd centerline from STA 20+85.20 to 23+75.00 to avoid possible conflict with the proposed retaining wall in Contract 62N41. AT&T has obtained a Winter Work Waiver and it is anticipated that the relocation of the AT&T utility line will be completed before the start of construction on Contract 62N41.	AT&T	June- November
20+02.00, 38.92 RT TO 20+65.20, 45.21 LT	Fiber Optic	Fiber Optic Cable	IDOT-ITS	June- November

183 Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Steve Pesola	630.573.5703	sp9653@att.com
IDOT-ITS	Roland Tomsons		Roland.Tomsons@illinois.gov

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means

and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	Action
16+94.9 75.97 RT to 19+80.47 125.45 RT	Electric	Aerial crossing near Shepley Road Bridge.	ComEd	Watch and Protect only
14+20 48.86 LT to 21+70 48.89 LT	Telephone Line	Telephone Line	AT&T	Watch and Protect only
22+80.34 96.37 RT to 24+51.23 113.14 LT	Gas Pipelines	Gas main 36" STL	KINDER MORGAN	Watch and Protect only
16+66.51 496.06 RT to 20+2.00 38.92 RT	ITS	Fiber Optic cables, Junction Box's, Conduit, Handholes	IDOT-ITS	Watch and Protect only
20+65.20 45.21 LT to 21+29.89 132.39 LT	Fiber Optic	Fiber Optic Cable	IDOT-ITS	Watch and Protect only

No facilities requiring extra consideration (*or listed as noted above*)

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Kinder Morgan	Mark Cavazos, PE	713.420.4363	Mark_Cavazos@kindermorgan.com
ComEd	Mark Saccomonto, PE / Kyle Isek	832.629.0045	Mark.Saccomonto@ComEd.com
IDOT-ITS	Roland Tomsons		Roland.Tomsons@illinois.gov
AT&T	Steve Pesola	630.573.5703	sp9653@att.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996
 Revised: October 9, 2020

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer at www.idotlcs.com twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and 7 days in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

LOCATION: I-80: Kendall Co. to Center/Meadow

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS					
		INBOUND			OUTBOUND		
Sun - Thu	1-Lane	8:00 PM	to	5:00 AM	9:00 PM	to	6:00 AM
Friday	1-Lane	8:00 PM (Fri)	to	10:00 AM (Sat)	9:00 PM (Fri)	to	10:00 AM (Sat)
Saturday	1-Lane	8:00 PM (Sat)	to	11:59 AM (Sun)	8:00 PM (Sat)	to	11:59 AM (Sun)

In addition to the hours noted above, temporary shoulder and non-system interchange partial ramp closures are allowed weekdays between 9:00 A.M. and 3:00 P.M. and between 7:00 P.M. and 5:00 A.M. or as approved by the Expressway Traffic Operations Engineer.

Narrow Lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st. Permanent shoulder closures per District Detail TC-17 will only be permitted if called for in the plans or as approved by the Expressway Traffic Operations Engineer.

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of 1:00 A.M. to 5:00 A.M. Monday thru Friday and from 1:00 A.M. to 7:00 A.M. on Sunday. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. Police forces should be notified and requested to close off the remaining lane at which time the work item may be removed or set in place. The District One Expressway Traffic Control Supervisor (847-705-4151) **shall be** notified at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of the proposed road closure and will coordinate the closure operations with police forces. Liquidated Damages as specified in the Failure to Open Traffic Lanes to Traffic for One lane or ramp blocked shall be assessed to the Contract for every 15 minutes beyond the initial 15 minutes all lanes are blocked.

All stage changes requiring the stopping and/or the pacing of traffic shall take place during the allowable hours for Full Expressway Closures and shall be approved by the Department. The Contractor shall notify the District One Expressway Traffic Control Supervisor at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of any proposed stage change.

A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of any stages changes or full expressway closures. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer. Also, the contractor shall promptly remove their lane closures when Maintenance forces are out for snow and ice removal.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a one (1) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

Check barricades shall be placed every 1000' within a lane closure to prevent vehicles from driving through closed lanes.

Temporary ramp closures for service interchanges will only be permitted at night during the restricted hours listed for temporary one-lane closures within the project limits. However, no two (2) adjacent entrance and exit ramps in one direction of the expressway shall be closed at the same time.

Should the Contractor fail to completely open, and keep open, the ramps to traffic in accordance with the above limitations, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Traffic Lanes to Traffic".

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC (D1)

Effective: March 22, 1996

Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 2000.00

Two lanes blocked = \$ 5000.00

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: March 8, 1996

Revised: April 1, 2019

Description. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

General. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Additional requirements for traffic control devices shall be as follows.

- (a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and Section 701 of the Standard Specifications. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.
- (b) Sign Requirements
 - (1) Sign Maintenance. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply.
 - (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.
 - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65mph then additional signage should be installed per 701400.
 - b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
 - (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.

- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.
- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, exit ramp gores, or staged construction projects lasting more than 12 hours. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).
- (f) Flaggers. One flagger will be required for each separate activity of an operation that requires frequent construction vehicles to enter or leave a work zone to or from a lane open to traffic. Temporary traffic control and flagger position shall be according to District One Detail TC-18 – Expressway Flagging, or as directed by the Engineer.
- (g) Full Expressway Closures. Full Expressway Closures will only be permitted for a maximum of 15 minutes during the allowable hours listed in the Keeping the Expressway Open to Traffic Special Provision. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. The Contractor will be required to provide one changeable message sign to be placed at the direction of the Engineer. The sign shall display a message as directed by the Engineer. A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of the planned work; including all stage changes. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be contacted at least 3 working days in advance of the proposed road closure and will coordinate the closure operation with police forces.

Method of Measurement. This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701400, 701401, 701402, 701406, 701411, 701416, 701428, 701446, 701901 and District details TC-09, TC-17, TC-18, and TC-25 will be included with this item and will also include any additional work required and approved by the Engineer.

Basis of Payment.

- (a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 \pm (X - 0.1)]$$

Where: "P" is the bid unit price for Traffic Control and Protection

Where: "X" =	$\frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$
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The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

Temporary traffic control costs due to delay will be paid for according to the Compensable Delay Costs (BDE) Special Provision.

- (b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

- (c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.
- (d) Temporary concrete barrier wall will be measured and paid for according to Section 704.
- (e) Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.
- (f) Temporary pavement markings shown on the Standard will be measured and paid for according to Section 703 and Section 780.
- (g) All pavement marking removal will be measured and paid for according to Section 703 or Section 783.
- (h) Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".
- (i) All barrier wall reflectors will be measured and paid for according to Section 782.
- (j) The Changeable Message Sign required for Full Expressway Closures shall not be paid for separately.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
- Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

TRAFFIC CONTROL FOR WORK ZONE AREAS (D1)

Effective: September 14, 1995

Revised: January 1, 2007

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distance. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited.

Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in Article 105.03 of the Standard Specifications. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

SPEED DISPLAY TRAILER (D1)

Effective: April 1, 2015

Revised: April 1, 2021

Revise the third paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

“(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11.”

Add the following to Article 701.20 of the Standard Specifications:

- “(k) “Speed Display Trailer will NOT be paid for by separate pay item, but its costs shall be included in the contract unit price of the various traffic control pay items.

Add the following to Article 1106.02 of the Standard Specifications:

- “(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125mm and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speed limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, speed shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

CONTRACTOR COOPERATION

It is anticipated that this contract will be constructed concurrently with other roadway projects in the same area. The projects that may be under contract concurrent with this project are as follows:

IDOT Contract No. 62N31 (Interstate 80 from Ridge Road to River Road: Roadway Widening)

The Contractor shall schedule his work in order to minimize any conflicts that may arise between contracts as specified in Article 105.08 of the Standard Specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other contractors.

DETOUR SIGNING

Description: This work shall consist of installing and maintaining the required detour signs in accordance with the Detour Plan and Pedestrian Detour Plan in the plans.

Construction Requirements: Work shall be done according to Sections 701, 720, and 1106 of the Standard Specifications where applicable and as directed by the Engineer or herein specified.

The Contractor shall be responsible for the proper location, installation, condition, and maintenance of all traffic control devices. All signs and barricades utilized for the proposed detour(s) shall be new or like new condition.

This item includes all signs, barricades, changeable message signs, pavement markings, traffic cones, warning lights, drums, flaggers, and other traffic control devices required for the type of operation being performed. This pay item may also include any additional detour signing as required by the Engineer.

The Contractor shall ensure that access to private entrances is never eliminated. The Contractor shall complete any and all coordination necessary to maintain local traffic in a manner that will not hinder the delivery of mail by the U.S. Postal Service within the work zone. The cost of any necessary provisions will not be paid for separately, but shall be considered as included in the contract unit price for DETOUR SIGNING.

The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience and safety of the general public and of the residents along the site shall be provided for in an adequate and satisfactory manner.

Basis of Payment: This item shall be paid for at the contract unit price per LUMP SUM for DETOUR SIGNING, which price shall include all labor, material and equipment necessary to complete the work as directed by the Engineer or as described herein.

FENCE REMOVAL

Description: Work under this item consists of the removal and disposal of existing fence at the locations shown in the plans in accordance with the applicable articles of Section 664 of the IDOT Standard Specifications for Road and Bridge Construction, except as herein modified. Fence removal shall include the removal of posts and foundations in their entirety. All removed materials shall be disposed of by the Contractor, at their expense, outside the limits of the improvement. Holes or excavations resulting from the removal operation shall be backfilled with suitable material and compacted.

At locations where fence fabric or rails shall remain, the Contractor shall cut the fabric or rails and connect it to new posts or existing posts to remain. In cutting the fence and reconnecting the fabric or rails to a new post, Contractor shall ensure that no cut ends of the fence will be exposed. Wire ties shall be used, if necessary to tie the fence to remain to the post that remains or the new post. No fence material shall extend beyond the posts which create a hazard to pedestrians. Connections between the existing fence, existing posts and new fence shall be made with the appropriate connections as approved by the Engineer.

Method of Measurement: This work will be measured in place and the area computed in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for FENCE REMOVAL which payment shall constitute full compensation for removing and disposing of all existing fence materials, including foundations; backfilling and compacting the resulting holes or excavations; connecting existing fence and posts that remain; and furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified.

FILLING EXISTING RUMBLE STRIP

Description. This work shall consist of the scarification of existing shoulder rumble strips constructed in hot-mix asphalt shoulders, and the furnishing and placement of hot-mix asphalt in the scarified area, prior to placing traffic onto the shoulder in a construction stage. This work shall take place per the limits shown on the Plans and/or directed by the Engineer.

General Requirements. The nominal depth of scarification of the hot-mix asphalt shoulders shall be 2¼ inches. Unless otherwise shown in the Plans, the width of the scarification shall be four (4) feet, measured from the mainline pavement longitudinal joint between the mainline pavement and adjoining shoulder.

After removing all millings from the scarified limits, the surface shall be tacked in accordance with Article 406.05(b) of the Standard Specifications.

The scarified area shall then be filled with hot-mix asphalt surface course and compacted flush with the adjoining pavement and shoulder surfaces. The mix to be used for this item shall be Hot Mix Asphalt Surface Course, IL9.5, Mix D, N70 unless otherwise specified in the Contract.

Method of Measurement. FILLING EXISTING RUMBLE STRIP will be measured for payment in feet. Any portion of this work constructed outside the dimensions shown on the Plans or as directed by the Engineer will not be measured for payment.

Basis of Payment. Payment for FILLING EXISTING RUMBLE STRIP, measured as specified will be made at the Contract unit price per foot, which payment shall constitute full compensation for scarifying the designated portion of hot-mix asphalt shoulder; cleaning the scarified area and removing all debris; applying tack; furnishing, placing and compacting hot-mix asphalt surface mix; and for all labor, equipment, tools and incidentals necessary to complete the work as specified.

Shoulder closures required for this item will not be paid for separately, but will be included in the Contract unit price TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS).

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Description: This work shall consist of furnishing, placing and compacting hot-mix asphalt driveway pavement at locations shown on the plans and as directed by the Engineer.

Construction Requirements: This work shall conform to the applicable Sections of Articles 355 and 406 of the Standard Specifications and District Details BD-01 and BD-02.

Private driveways shall be constructed to a nominal thickness of 8 inches which shall consist of a minimum 2" thick surface course (HMA Surface Course, Mix "D", N50) with the balance constructed using hot mix asphalt binder course (HMA Base Course, 6"). Aggregate and bituminous material prime coats shall be applied according to Article 406 and as directed by the Engineer.

Commercial driveways shall be constructed to a nominal thickness of 10 inches which shall consist of a minimum 2" thick surface course (HMA Surface Course, Mix "D", N50) with the balance constructed using hot mix asphalt binder course (HMA Base Course, 8"). Aggregate and bituminous material prime coats shall be applied according to Article 406 and as directed by the Engineer.

Method of Measurement: Hot-Mix Asphalt driveway pavement will be measured in place and the area computed in square yards. The pavement materials and aggregate and bituminous material prime coats will not be measured for payment separately but shall be considered included in payment for Hot-Mix Asphalt Driveway Pavement.

Basis of Payment: The work will be paid at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8" or HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10", which price shall be full payment for all materials, labor, and equipment necessary to construct the driveways.

HOT-MIX ASPHALT STABILIZATION 6" AT STEEL PLATE BEAM GUARDRAIL

Description. This work consists of the placement of hot mix asphalt beneath guardrail sections as shown on the plans. Removal of existing shoulder under proposed guardrail stabilization shall be included and will not be paid for separately.

The hot mix asphalt material shall conform to Section 406 of the Standard Specifications.

The stabilization shall be constructed according to Section 482 and Article 630.06 of the Standard Specifications, and the applicable state highway and district standards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT STABILIZATION 6" AT STEEL PLATE BEAM GUARDRAIL.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

Description. This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

Contract Specific Sites. The excavated soil and groundwater within the areas listed below shall be managed as either “uncontaminated soil”, hazardous waste, special waste or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Soil Disposal Analysis. When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill. The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

Site 2233V2-1: I-80 ROW, Mile Marker 121.5 to Mile Marker 138, Interstate 80, Minooka, Will County

- Station 209+90 to Station 214+15 (CL I-80), 220 feet LT to 300 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminant of concern sampling parameters: Arsenic, Lead, and Manganese.

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites:

None

TREE REMOVAL, ACRES (SPECIAL)

MODIFIED: AUGUST 9, 2021

Project objectives and general requirements:

- 100% removal via mechanical and/or hand cutting methods of woody plant material (trees and shrubs).
- Disposal of all cut trees, shrubs, and chips should be hauled off-site.
- Wood chips shall be removed and not blown back onto the site.
- Preservation of all native shrubs and trees that are marked with green flagging.
- Damages to existing vegetation to remain, such as broken limbs, frayed limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.
- Protection of soils from compaction, erosion, and disturbance are the Contractor's responsibility prior to start of work. Any damage caused by Contractor including but not limited to tire ruts, damage to turf, damage to drainage swales, damage to trails, damage to road pavement, etc. shall be repaired by the Contractor at the Contractor's expense to the satisfaction of the Engineer.
- Tree Removal, Acres (Special) shall include removal of typical amounts of litter and debris encountered during tree removal operations.
- No slash shall be left in drainage ways and be blocking drainage structures. No slash shall be left in piles.
- The Engineer shall have the ultimate authority to approve the final condition of slash. In areas where seeding will take place the use of a forestry mower to manage minor woody vegetation, grind slash, stumps under 6", and any remaining woody plant debris down to the surface of the soil to prepare the site for future seeding.
- The Engineer shall have the ultimate authority to approve the final condition of slash. In areas where seeding will not take place, slash is acceptable at a maximum depth of no more than two (2) inches to act as a mulch.
- Tree debris, logs, equipment, etc. should not be stored within clear zone.
- All cut trees and shrubs shall be removed off site within 24 hours.

Project Preparation

This shall include preparation of a clearing access plan and identification of sensitive natural resources. Mechanical clearing operations shall not begin until the Engineer indicates that ground conditions are appropriate to commence mechanical work.

Contractor shall contact the Roadside Development Unit at 847-705-4171, at least 2 weeks prior to beginning forestry work for layout.

Contractor shall furnish at time of layout the following as requested: wooden lathe, neon pink ribbon, neon green ribbon, pink marking paint.

A site visit prior to work shall be arranged with the Contractor, Tree Removal Contractor, the Engineer, and the Roadside Development Unit to do a walk through to review vegetation to protect and remain. Extreme care shall be taken when conducting work within the work site to lessen damage to native vegetation to remain.

Submittals

Contractor shall provide the Engineer with a list of herbicides, surfactants, water conditioners, dyes, pH balancers, and other chemicals and adjuvants to be used for implementation of this project for prior approval.

Prior to commencement of any work, submit to the Engineer a written description of all mechanical equipment and its intended use during the execution of the work for prior approval.

Tree Removal and Initial Cut Stump Treatment

All cutting of material shall be completed via mechanical (e.g., tracked skid-loaders, forestry mowers) and/or hand cutting (chain saws, clearing saws) methods. Any mechanized clearing equipment must be approved for use on the work site prior to its implementation.

In general, mechanical cutting equipment with all steel tracks or a ground pressure rating of greater than 9.0 psi will not be allowed unless the Contractor can adequately demonstrate that the use of such equipment will not cause adverse rutting/soil compaction to the work site and will not damage the pavement adjacent to the work site.

The Engineer may specify certain areas as "HAND CLEAR ONLY" to be avoided by mechanical equipment or access paths. In these areas, the Contractor is prohibited from using mechanical clearing equipment due to sensitive site conditions.

All woody trees and shrubs over two (2) feet in height of any diameter, including protruding stumps or fallen trees within the defined area shall be removed. Any woody vegetation under two (2) feet in height shall be treated with a foliar herbicide or resprout herbicide.

Branches on remaining trees shall be pruned off up to eight (8) feet from the ground.

All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps.

All herbicides shall be applied according to the manufacturer's label specifications. Contractor personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

The resprout herbicide shall be approved by the Engineer. Resprout herbicide shall be labeled to control woody species present within clearing areas. Resprout herbicide shall be included in the cost of TREE REMOVAL, ACRES (SPECIAL).

The Contractor shall maintain copies at the project site of all current pesticide herbicide labels and Material Safety Data Sheets (MSDS) for all chemicals utilized during completion of the work.

Method of Measurement: TREE REMOVAL, ACRES (SPECIAL) will be measured in units of 1 square acre. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work within forty-eight (48) hours. Work that is not acceptable on the inspection date will not be measured for payment. Individual areas will not be measured for payment if any portion of the area has not been completed to the satisfaction of the Engineer.

Basis of Payment: Tree removal shall be paid for at the contract unit price per acre for TREE REMOVAL, ACRES (SPECIAL). Payment for TREE REMOVAL, ACRES (SPECIAL) shall include the cost of all material, equipment, labor, removal, herbicide application, disposal, cleanup, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)



Storm Water Pollution Prevention Plan



Route	Marked Route	Section Number
Shepley Rd over I-80	TWP 0153	99-1HB
Project Number	County	Contract Number
C-91-114-21	Will	62N41

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature	Date
	11/20/21

Print Name	Title	Agency
Jose Rios, P.E.	Regional Engineer	Illinois Department of Transportation

Note: Guidance on preparing each section of BDE 2342 can be found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual. Chapter 41 and this form also reference the IDOT Drainage Manual which should be readily available.

I. Site Description:

A. Provide a description of the project location; include latitude and longitude, section, town, and range:

The Project is located along Shepley Road at S.N. 099-8303, which carries Shepley Rd over I-80, from the W Frontage Rd to the Commerical Entrance to the east of the structure. The latitude is 41°28'13"N and the longitude 88°14'28"W is Section 31, Township 35N, Range 9E.

The design, installation, and maintenance of BMPs at these locations are within an area where annual erosivity (R value) is less than or equal to 160. Erosivity is less than 5 in all two-week periods between October 12 and April 15, which would qualify for a construction rainfall erosivity waiver under the US Construction General Permit requirements. At these locations, erosivity is highest in spring to autumn, April 16 - October 11.

B. Provide a description of the construction activity which is the subject of this plan. Include the number of construction stages, drainage improvements, in-stream work, installation, maintenance, removal of erosion measures, and permanent stabilization:

The project consists of complete structure replacement of S.N. 099-8303 along with the reconstruction of Shepley Rd approximately 500' to the east and west of the structure. Shepley Rd will be widened to include a 4' paved shoulder and the foreslopes in the NW and SE quadrants, where there is considerable ROW, will be flattened to allow for easier maintenance of the project area. The work will be performed utilizing a full closure of Shepley Rd and traffic will be detoured.

Erosion and Sediment Control measures include temporary ditch checks, perimeter erosion barrier, temporary mulch, erosion control blanket, heavy duty erosion control blanket, and temporary seeding. These items shall be installed according to the erosion and sediment control plans prior to commencing land disturbing activities. All erosion and sediment control measures shall be maintained during the construction season as well as the winter months and other times when the project is closed down. Temporary erosion control measures shall be removed upon permanent stabilization.

Permanent stabilization measures include seeding class 2A with nitrogen and potassium fertilizer nutrient along

with erosion control blanket and heavy duty erosion control blanket to be placed on disturbed areas once work is complete. Where possible permanent stabilization should be completed before work is moved to the subsequent stages.

C. Provide the estimated duration of this project:

The estimated duration of the project is 6 months (one construction season) with an anticipated start date of June 2022 and ending date of November 2022.

D. The total area of the construction site is estimated to be 7.1 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.5 acres.

E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

C=0.52(Proposed), C= 0.48 (Existing)

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:

Map unit symbol	Map unit name	K Factor
146B	Elliott silt loam, 2 to 4 percent slopes	.32
531B	Markham silt loam, 2 to 4 percent slopes	.37
531C2	Markham silt loam, 4 to 6 percent slopes,eroded	.37

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:

Wetlands 4A: Area 0.042 Ac / 0.031 acres of impact

Wetlands 7A: Area 0.066 Ac / 0 acres of impact

Total impact 0.031 Acres

H. Provide a description of potentially erosive areas associated with this project:

The widening of Shepley Rd with the addition of the 4' HMA paved shoulders, along with the raising of the Shepley Rd profile to meet vertical clearance requirements, results in rework of the ditches and foreslopes through the project limits. Potentially erosive areas may result until the surfaces are stabilized.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):

A full closure will be utilized to perform all construction activities along Shepley Rd. Work will be performed in the NW, SW, NE, and SE quadrants of the project area. The work zone extends approximately 1,230' from west of the W Frontage Rd to the Commercial Entrance east of S.N. 099-8303. Embankment in the SW and NE quadrants will be installed with a max slope of 1:2. Embankment in the NW and SE quadrants will be installed with a max slope of 1:3.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) , and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

IDOT

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:

IDOT
 Will County

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

The direct receiving water for the project is the DuPage River. The DuPage river is a tributary to the Des Plaines River whose ultimate receiving water is the Illinois River. DuPage River, the Des Plaines, and the Illinois River are not identified by the IDNR as "biologically significant streams".

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.

For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.

All unimpaired Waters of the US located within the ROW adjacent to the ROW will be protected during construction.

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

None Identified

303(d) Listed receiving waters for suspended solids, turbidity, or siltation.
 The name(s) of the listed water body, and identification of all pollutants causing impairment:

DuPage River. The Aquatic Life use of the Du Page River is being impaired by Phosphorus, Arsenic, Chloride, Methoxychlor, Sedimentation, Ploychlorinated biphenyls, Oxygen Dissolved. The Primary Contact Recreation is being impaired by Fecal Coliform. Fish Consumption is being impaired by Mercury, Ploychlorinated biphenyls.

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

ESC practices like temporary ditch checks, perimeter erosion barrier, temporary erosion control seeding, temporary erosion control blankets as shown on ESC plans will be used to prevent a discharge of sediment into the DuPage River.

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

None

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

None

Applicable Federal, Tribal, State, or Local Programs

None

Floodplain

None

Historic Preservation

None

Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
 TMDL (fill out this section if checked above)

The name(s) of the listed water body:

Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

Threatened and Endangered Species/Illinois Natural Areas (INA)/Nature Preserves

Other

Wetland

P. The following pollutants of concern will be associated with this construction project:

- | | |
|--|---|
| <input type="checkbox"/> Antifreeze / Coolants | <input checked="" type="checkbox"/> Solid Waste Debris |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Solvents |
| <input type="checkbox"/> Concrete Curing Compounds | <input checked="" type="checkbox"/> Waste water from cleaning construction equipments |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Soil Sediment | <input type="checkbox"/> Other (Specify) _____ |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in Section I.C above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching
<input type="checkbox"/> Geotextiles
<input checked="" type="checkbox"/> Permanent Seeding
<input type="checkbox"/> Preservation of Mature Seeding
<input type="checkbox"/> Protection of Trees
<input type="checkbox"/> Sodding
<input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Temporary Turf (Seeding, Class 7)
<input checked="" type="checkbox"/> Temporary Mulching
<input type="checkbox"/> Vegetated Buffer Strips
<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Other (Specify) _____ |
|---|--|

Describe how the stabilization practices listed above will be utilized during construction:

During the full closure of Shepley Rd and construction activities to reconstruct S.N. 099-8303, the disturbed area will be stabilized using temporary erosion control seeding, temporary mulching, and temporary erosion control and heavy duty erosion control blankets as shown on ESC plans. Stabilization controls runoff volume and velocity, peak runoff rates and volumes of discharge to minimize exposed soil, disturbed slopes, sediment discharges from construction, and provides for natural buffers and minimization of soil compaction. Existing vegetated areas where disturbance can be avoided will not require stabilization. Mulch Method 2 should be applied to slopes for temporary stabilization prior to seasons when Temporary seed will not germinate, for example in mid-July or in winter.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Seeding class 2A and erosion control and heavy duty erosion control blanket will be utilized within the limits of construction in all disturbed areas. All the outlets will be stabilized with permanent measures.

C. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- | | |
|--|--|
| <input type="checkbox"/> Aggregate Ditch
<input type="checkbox"/> Concrete Revetment Mats
<input checked="" type="checkbox"/> Dust Suppression
<input type="checkbox"/> Dewatering Filtering
<input type="checkbox"/> Gabions
<input checked="" type="checkbox"/> In-Stream or Wetland Work
<input type="checkbox"/> Level Spreaders
<input type="checkbox"/> Paved Ditch
<input type="checkbox"/> Permanent Check Dams
<input checked="" type="checkbox"/> Perimeter Erosion Barrier
<input type="checkbox"/> Permanent Sediment Basin
<input type="checkbox"/> Retaining Walls
<input type="checkbox"/> Riprap
<input type="checkbox"/> Rock Outlet Protection
<input type="checkbox"/> Sediment Trap
<input type="checkbox"/> Storm Drain Inlet Protection | <input checked="" type="checkbox"/> Stabilized Construction Exits
<input type="checkbox"/> Stabilized Trench Flow
<input type="checkbox"/> Slope Mattress
<input type="checkbox"/> Slope Walls
<input checked="" type="checkbox"/> Temporary Ditch Check
<input type="checkbox"/> Temporary Pipe Slope Drain
<input type="checkbox"/> Temporary Sediment Basin
<input type="checkbox"/> Temporary Stream Crossing
<input type="checkbox"/> Turf Reinforcement Mats
<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Other (Specify) _____ |
|--|--|

Describe how the structural practices listed above will be utilized during construction:

Perimeter Erosion Barrier (PEB) is used along the areas where work is adjacent to non-disturbed areas. PEB's intercept sheet flow and settle out sediment upslope while allowing runoff to filter through slowly, and redirect water from slopes or areas of exposed soil. Silt fence should only be used as PEB in areas where work is higher than the perimeter. Use of silt fence at the top of slope/elevations higher than the work area should be avoided. If necessary, temporary fence should be used in these locations (where the top of slope/elevation is higher than the work area) in lieu of silt fence.

Temporary ditch checks are proposed along the re-graded ditches where concentrated flows are expected to occur. The spacing of ditch checks shall be as shown on the plans. The height of the ditch checks shall be one foot.

Stabilized Construction Entrances shall be provided at all points of construction ingress/egress where sediment can be tracked onto public roads.

Dust suppression shall be controlled with the use of irrigation or the application of Calcium Chloride. All work associated with installation and maintenance of Stabilized Construction Entrances, and concrete washouts are incidental to the contract.

This project requires a US Army Corps of Engineers (USACE) 404 Permit that will be secured by the department. All conditions of the 404 permit, found in the special provisions, must be followed. As a condition of this permit, the contractor will need to submit an in-stream work plan (including work within wetlands) to the department for approval. Guidelines on acceptable in-stream work techniques (including work within wetlands) can be found on the USACE website. The USACE defined and determines in-stream work. The cost of all materials and labor necessary to comply with the above provisions to prepare and implement an in-stream work plan (including work within wetlands) will not be paid for separately, but shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed. With the exception of cofferdams, which will be paid for as COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK) with a basis of payment of EACH.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: Yes No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. Permanent (i.e., Post-Construction) Storm Water Management Controls: Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined based on the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT BDE Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

No Storm Water Management Controls are identified for use on the project area.

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site

plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

None

G. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized cons

- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the

vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

The IDOT Erosion and Sediment Control Field Guide for Construction Inspection per the new website. It can now be found on the Construction tab at:

<http://www.idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control>

Perimeter Erosion Barrier (PEB) is used to intercept sheet-flow and settle out sediment upslope while allowing runoff to filter through very slowly, and redirect water from slopes or areas of exposed soil. Silt fence should only be used as PEB in areas where the work is higher than the perimeter. Any damaged or undermining of any erosion or sediment control structures shall be immediately repaired. Inspection shall take place once a week and within 24 hours following every rainfall of over half an inch. Any damage shall be immediately repaired.

Temporary ditch checks are proposed where concentrated flows are expected to occur. The spacing of ditch checks shall be as shown on the plans. The height of the ditch checks shall be one foot.

Stabilized Construction Entrances shall be provided of construction ingress/egress where sediment can be tracked onto public roads. The locations of each construction entrance shall be installed as approved by the Engineer. Any observed damage shall be repaired immediately.

Permanent seeding is used to stabilize disturbed areas, preventing soil from being carried off-site by storm water runoff or wind after construction is complete. Any damage to the area shall be immediately repaired and reseeded. The suggested areas are shown in the ESC plans.

Temporary erosion control seeding is used to establish quick growing plants to stabilize disturbed areas, preventing soil from being carried off-site by storm water runoff or wind. Stabilization measures must be initiated no more than seven days after construction activity has ceased regardless of when permanent stabilization is anticipated. The suggested areas are shown in the ESC plans.

If a contractor wishes to use a dedicated concrete plant, it is up to the contractor to secure an Industrial Permit for the dedicated concrete plant. The contractor must also submit a plan to the RE detailing how all stormwater associated with the dedicated concrete plant will be kept separate from the stormwater generated by the construction activities. The contractor has to ensure compliance with all requirements of the Industrial Permit.

All Offsite Borrow, Waste, and Use areas are part of the construction site and are to be inspected according to the language in this section.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	Marked Route	Section Number
Shepley Rd over I-80	TWP 0153	99-1HB
Project Number	County	Contract Number
C-91-114-21	Will	62N41

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

Signature		Date	
<input type="text"/>		<input type="text"/>	
Print Name		Title	
<input type="text"/>		<input type="text"/>	
Name of Firm		Phone	
<input type="text"/>		<input type="text"/>	
Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

404 PERMIT



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60604-1437

December 20, 2021

Operations Division
Regulatory Branch
LRC-2021-01154

SUBJECT: Authorization for I-80 Westbound Shoulder Widening near Shepley Road impacting 0.049 Acres of Waters of the U.S. near the Village of Minooka, Will County, Illinois (Latitude 41.4703, Longitude -88.24144)

Jose Rios
Illinois Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

Dear Mr. Rios:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP). This office has verified that your proposed activity complies with the terms and conditions of Regional Permit RP3 – Transportation Projects and the General Conditions for all activities authorized under the Regional Permit Program. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "I-80 Advance Contracts Wetland Impact Exhibit" dated November 30, 2021, prepared by Illinois Department of Transportation. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

This authorization is contingent upon implementing and maintaining the Corps approved soil erosion and sediment control measures in a serviceable condition throughout the duration of the project. You shall notify this office of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources.

This site is within the aboriginal homelands of several American Indian Tribes. If any human remains, Native American cultural items or archaeological evidence are discovered during any phase of this project, interested Tribes request immediate consultation with the entity

of jurisdiction for the location of discovery. In such case, please contact Stasi Brown by telephone at (312) 846-5544, or email at stasi.f.brown@usace.army.mil.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Stasi Brown of my staff by telephone at (312) 846-5544, or email at stasi.f.brown@usace.army.mil.

Sincerely,

**Teralyn
Murray** Digitally signed
by Teralyn Murray
Date: 2021.12.20
16:48:59 -06'00'

Teralyn R. Murray
Chief, Regulatory Branch

Enclosures

Copy Furnished:

Will County Land Use Department (Jim Song)
Illinois Department of Transportation (Vanessa Ruiz, Alycia Klueenberg)



**PERMIT COMPLIANCE
CERTIFICATION**

Permit Number: LRC-2021-01154
Permittee: Jose Rios - Illinois Department of Transportation
Date: December 14, 2021

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

CONCRETE WEARING SURFACE

Effective: June 23, 1994

Revised: October 4, 2016

Description. This work consists of placing a concrete wearing surface, to the specified thickness, on precast concrete members such as deck beams and deck panels. Included in this work is cleaning and preparing the precast concrete surface prior to placement of the concrete wearing surface. This work shall be according to the applicable articles of Section 503 and the following.

Materials. The concrete wearing surface shall be class BS concrete, except as follows, when Steel Bridge Rail is used in conjunction with concrete wearing surface, the 14 day mix design shall be replaced by a 28 day mix design with a compressive strength of 5000 psi (34,500 kPa) and a design flexural strength of 800 psi (5,500 kPa).

Equipment: The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

(a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:

(1) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment may be performed by high-pressure waterblasting or abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.

Hand-held high-pressure waterblasting equipment shall have a minimum water pressure of 7000 psi (48 MPa).

(2) Vacuum Cleanup Equipment. The equipment shall be equipped with fugitive dust control devices capable of removing wet debris and water all in the same pass. Vacuum equipment shall also be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.

(b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.

(c) Finishing Equipment. Finishing equipment shall be according to Article 503.03.

(d) Mechanical Fogging Equipment. Mechanical fogging equipment shall be according to 503.03.

CONSTRUCTION REQUIREMENTS

Surface Preparation. Prior to placement of the concrete wearing surface, the top surface of the precast concrete members shall be clean and free of all foreign material.

All debris of every type, including dirty water, resulting from the cleaning operation shall be reasonably confined during the performance of the cleaning work and shall be immediately and thoroughly removed from the cleaned surfaces and all other areas where debris may have accumulated.

Prior to placement of the concrete wearing surface, the Engineer will inspect the cleaned surface, all areas still contaminated shall be cleaned again at the Contractor's expense.

Wearing Surface Placement. The concrete wearing surface placement shall be according to Article 503.16 of the Standard Specifications. Areas to receive the overlay shall be either thoroughly or continuously wetted with water at least one hour before placement of the concrete wearing surface is started. When the surface is pre-wetted any accumulations of water shall be dispersed or removed prior to placement of the concrete wearing surface.

Plans for anchoring support rails and the mixture-placing procedure shall be submitted to the Engineer for approval.

Curing and Protection. The concrete shall be continuously wet cured for at least 14 days according to Article 1020.13(a)(5). However, if the minimum specified compressive strength or flexural strength is obtained prior to 14 days, the cure time may be reduced, but at no time shall the wet cure be less than 7 days. The concrete shall be protected from low air temperatures according to Article 1020.13(d)(1) or (2), except the protection method shall remain in place for the entire curing period.

Opening to Traffic. The concrete wearing surface without Steel Bridge Rail attached may be opened to traffic when test specimens have obtained a minimum compressive strength of 4000 psi (27,500 kPa) or a minimum flexural strength of 675 psi (4650 kPa), but not prior to the completion of the wet cure. When Steel Bridge Rail is utilized, the concrete wearing surface may be opened when test specimens have obtained a minimum compressive strength of 5000 psi (34,500 kPa) or a minimum flexural strength of 800 psi (5500 kPa), but not prior to the completion of the wet cure.

Method of Measurement. Concrete wearing surface will be measured for payment in place and the area computed in square yards (square meters).

Basis of Payment. This work including cleaning and surface preparation will be paid for at the contract unit price per square yard (square meter) for CONCRETE WEARING SURFACE, of the thickness specified.

SLIPFORM PARAPET

Effective: June 1, 2007

Revised: April 15, 2022

The following shall be added to the end of Article 503.16(b) of the Standard Specifications.

- (3) Slipforming parapets. Unless otherwise prohibited herein or on the plans, at the option of the Contractor, concrete parapets on bridge decks may be constructed by slipforming in lieu of the conventional forming methods. Slipforming will not be permitted for curved parapets on a radius of 1500 ft (457 m) or less.

The slipform machine shall be self-propelled and have automatic horizontal and vertical grade control. For 34 in. (864 mm) and 39 in. (991 mm) tall parapets the machine shall be equipped with a minimum of four (4) vibrators. For 42 in. (1.067 m) and 44 in. (1.118 m) tall parapets the machine shall be equipped with a minimum of five (5) vibrators. The equipment shall be approved by the Engineer before use.

If the Contractor wishes to use the slipform parapet option for 42 in. (1.067 m) or 44 in. (1.118 m) tall parapets he/she shall construct an acceptable test section in a temporary location to demonstrate his/her ability to construct the parapets without defect. The test section shall be constructed under similar anticipated weather conditions, using the same means and methods, equipment, equipment vibrator settings, travel speed, operator, concrete plant, concrete mix design, and slump as proposed for the permanent slipform parapets.

The test section shall be at least 30 feet (9 meters) in length and shall be of the same cross section shown on the plans. The contractor shall place all of the reinforcement embedded in the parapet as shown on the plans. Upon completion of the test section, the Contractor shall saw cut the test section into 2 ft (600 mm) segments and separate the segments for inspection by the Engineer. Test sections containing segments showing voids adjacent to a reinforcement bar, 1/4 square inch (160 square millimeters) or more in area and extending along the reinforcement bar into the section, or showing excessive voids not adjacent to reinforcement bars 1/4 square inch (160 square millimeters) or more in area, or showing cracking extending through a segment, shall be considered unacceptable.

The test section shall demonstrate to the satisfaction of the Engineer that the Contractor can slipform the parapets on this project without defects. The acceptance of the test section does not constitute acceptance of the slipform parapets in place.

The concrete mix design may combine two or more coarse aggregate sizes, consisting of CA-7, CA-11, CA-13, CA-14, and CA-16, provided a CA-7 or CA-11 is included in the blend in a proportion approved by the Engineer.

The slipform machine travel speed shall not exceed the lesser of 3 ft (0.9 m) per minute, or the speed used to construct the acceptable test section. Any time the speed of the machine drops below 0.5 ft (150 mm) per minute will be considered a stoppage of the slipforming operation, portions of parapet placed with three or more intermittent stoppages within any 15 ft (4.6 m) length will be rejected. The contractor shall schedule concrete delivery to maintain a uniform delivery rate of concrete into the slipform machine. If delivery of concrete from the truck into the slipforming machine is interrupted by more than 15 minutes, the portion of the wall within the limits of the slipform machine will be rejected.

If the Contractor elects to slipform, the parapet cross-sectional area and reinforcement bar clearances shall be revised according to the details for the Concrete Parapet Slipforming Option. In addition, if embedded conduit(s) are detailed, then the contractor shall utilize the alternate reinforcement as detailed.

The use of cast-in-place anchorage devices for attaching appurtenances and/or railings to the parapets will not be allowed in conjunction with slipforming of parapets. Alternate means for making these attachments shall be as detailed on the plans or as approved by the Engineer.

All reinforcement bar intersections within the parapet cross section shall be 100 percent tied utilizing saddle ties, wrap and saddle ties, or figure eight ties to maintain rigidity during concrete placement. At pre-planned sawcut joints in the parapet, Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be used to maintain the rigidity of the reinforcement cage across the proposed joints as detailed for the Concrete Parapet Slipforming Option.

Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be subject to approval by the Engineer. Other non-ferrous reinforcement may be proposed for use but shall be subject to approval by the Engineer. GFRP reinforcement shall be tied the same as stated in the previous paragraph.

The Contractor may propose supplemental reinforcement for stiffening to prevent movement of the reinforcement cage and/or for conduit support subject to approval by the Engineer.

Clearances for these bars shall be the same as shown for the required bars and these bars shall be epoxy coated. If the additional reinforcement is used, it shall be at no additional cost to the Department.

For projects with plan details specifying parapet joints spaced greater than 20 ft (6 m) apart, additional sawcut joints, spaced between 10 ft (3 m) and 20 ft (6 m), shall be placed as directed by the Engineer. The horizontal reinforcement extending through the proposed joints shall be precut to provide a minimum of 4 in. (100 mm) gap, centered over the joint, between rebar ends. The ends of the reinforcement shall be repaired according to Article 508.04.

After the slipform machine has been set to proper grade and prior to concrete placement, the clearance between the slipform machine inside faces and reinforcement bars shall be checked during a dry run by the Contractor in the presence of the Engineer. The dry run shall not begin until the entire reinforcing cage has been tied and the Engineer has verified and approved the placement and tying of the reinforcing bars. Any reinforcement bars found to be out of place by more than ½ in. (13 mm), or any dimensions between bars differing from the plans by more than ½ in. (13 mm) shall be re-tied to the plan dimensions.

During the dry run and in the presence of the Engineer, the Contractor shall check the clearance of the reinforcement bars from the inside faces of the slipform mold. In all locations, the Contractor shall ensure the reinforcement bars have the minimum cover distance shown on the plans. This dry run check shall be made for the full distance that is anticipated to be placed in the subsequent pour. Reinforcement bars found to have less than the minimum clearance shall be adjusted, and the dry run will be performed again, at least in any locations that have been readjusted.

For parapets adjacent to the watertable, the contractor shall, for the duration of the construction and curing of the parapet, provide and maintain an inspection platform along the back face of the parapet. The inspection platform shall be rigidly attached to the bridge superstructure and be of such design to allow ready movement of inspection personnel along the entire length of the bridge.

The aluminum cracker plates as detailed in the plans shall be securely tied in place and shall be coated or otherwise treated to minimize their potential reaction with wet concrete. In lieu of chamfer strips at horizontal and vertical edges, radii may be used. Prior to slipforming, the Contractor shall verify proper operation of the vibrators using a mechanical measuring device subject to approval by the Engineer.

The top portion of the joint shall be sawcut as shown in the details for the Concrete Parapet Slipforming Option. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed to the full thickness before uncontrolled shrinkage cracking takes place, but no later than 8 hours after concrete placement. The sawcut shall be approximately 3/8 in. (10 mm) wide and shall be performed with a power circular concrete saw. The joints shall be sealed with an approved polyurethane sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25, Use T, to a minimum depth of 1/2 in. (12 mm), with surface preparation and installation according to the manufacturer's written instructions. Cork, hemp, or other compressible material may be used as a backer. The sawcut will not require chamfered edges.

Ends of the parapet shall be formed and the forms securely braced. When slipforming of parapets with cross sectional discontinuities such as light standards, junction boxes or other embedded appurtenances except for name plates, is allowed, the parapet shall be formed for a minimum distance of 4 ft (1.2 m) on each side of the discontinuity.

For acceptance and rejection purposes a parapet section shall be defined as the length of parapet between adjacent vertical parapet joints.

The maximum variance of actual to proposed longitudinal alignment shall not exceed $\pm 3/4$ in. (20 mm) with no more than 1/4 inch in 10 ft (6 mm in 3 m). Notwithstanding this tolerance, abrupt variance in actual alignment of 1/2 inch in 10 ft (13 mm in 3 m) will be cause for rejection of the parapet section.

In addition, all surfaces shall be checked with a 10 ft (3 m) straight edge furnished and used by the Contractor as the concrete is extruded from the slipform mold. Continued variations in the barrier surface exceeding 1/4 in. in 10 ft (6 mm in 3 m) will not be permitted and remedial action shall immediately be taken to correct the problem.

The use of equipment or methods which result in dimensions outside the tolerance limits shall be discontinued. Parapet sections having dimensions outside the tolerance limits will be rejected.

Any visible indication that less than specified cover of concrete over the reinforcing bars has been obtained, or of any cracking, tearing, or honeycombing of the plastic concrete, or any location showing diagonal or horizontal cracking will be cause for rejection of the parapet section in which they are found.

The vertical surfaces at the base of the barrier within 3 in. (75 mm) of the deck surface shall be trowelled true after passage of the slipform machine. Hand finishing of minor sporadic surface defects may be allowed at the discretion of the Engineer. All surfaces of the parapet except the top shall receive a final vertical broom finish. Any deformations or bulges remaining after the initial set shall be removed by grinding after the concrete has hardened.

Slipformed parapets shall be wet cured according to either Article 1020.13(a)(3) or Article 1020.13(a)(5). For either method, the concrete surface shall be covered within 30 minutes after it has been finished. The cotton mat or burlap covering shall be held in place with brackets or another method approved by the Engineer. The Contractor shall have the option, during the period from April 16 through October 31, to delay the start of wet curing by applying a linseed oil emulsion curing compound. Exercising this option waives the requirement for protective coat according to Article 503.19. The linseed oil emulsion shall be according to Article 1022.01 and shall be applied according to Articles 1020.13 Notes-General 8/ and 1020.13(a)(4). The delay for wet curing shall not exceed 3 hours after application of the linseed oil emulsion.

A maximum of three random 4 in. (100 mm) diameter cores per 100 ft (30 m) of parapet shall be taken as directed by the Engineer, but no less than two random cores shall be taken for each parapet pour. At least one core shall be located to intercept a horizontal bar in the upper half of the parapet. Unless otherwise directed by the Engineer, coring shall be accomplished within 48 hours following each parapet pour. Separate parapets poured on the same date shall be considered separate pours. Random cores will not be measured for payment.

The Engineer will mark additional locations for cores where, in the sole opinion of the Engineer, the quality of the slipformed parapet is suspect.

The Engineer or his/her representative will be responsible for evaluation the cores. Any cores showing voids adjacent to a reinforcement bar 1/4 square inch (160 square millimeters) or more in area and extending along the reinforcement bar into the section, or showing excessive voids not adjacent to reinforcement bars 1/4 square inch (160 square millimeters) or more in area, or showing cracking, shall be considered unacceptable and the parapet section from which it was taken will be rejected. Parapets with less than 1½ inches of concrete cover over the reinforcement shall be rejected.

Rejected parapet sections shall be removed and replaced for the full depth cross-section of the parapet except that concrete cover between 1 inch and 1½ inches may be open to remedial action subject to the approval of the Engineer. Such action could entail up to and including removal and replacement.

The minimum length of parapet removed and replaced shall be 3 ft (1 m). Cores may be required to determine the longitudinal extent of removal and replacement if it can not be determined and agreed upon by other means (i.e. visual, sounding, non-destructive testing, etc.).

Any parapet section with more than one half of its length rejected or with remaining segments less than 10 ft (3 m) in length shall be removed and replaced in its entirety.

If reinforcement bars are damaged during the removal and replacement, additional removal and replacement shall be done, as necessary, to ensure minimum splice length of

replacement bars. Any damage to epoxy coating of bars shall be repaired according to Article 508.04.

All remaining core holes will be filled with a non-shrink grout meeting the requirements of Section 1024.

Basis of Payment. When the Contractor, at his/her option, constructs the parapet using slipforming methods, no adjustment in the quantities for Concrete Superstructures and Reinforcement Bars, Epoxy Coated to accommodate this option will be allowed. Compensation under the contract bid items for Concrete Superstructures and Reinforcement Bars, Epoxy Coated shall cover the cost of all work required for the construction of the parapet and any test section(s) required, and for any additional costs of work or materials associated with slipforming methods.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: December 21, 2016

When Diamond Grinding of Bridge Sections is specified, hand finishing of the deck surface shall be limited to areas not finished by the finishing machine and to address surface corrections according to Article 503.16(a)(2). Hand finishing shall be limited as previously stated solely for the purpose of facilitating a more timely application of the curing protection. In addition the requirements of 503.16(a)(3)a. and 503.16(a)(4) will be waived.

Revise the Second Paragraph of Article 503.06(b) to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) to read as follows.

- “(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

Revise Article 503.06(b)(2) to read as follows.

“(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

Revise Article 503.06(b)(3) to read as follows.

“(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

Delete the last paragraph of Article 503.06(b).

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.06 Finishing and Maintenance. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.07 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.”

Add the following to Section 1004 of the Standard Specifications:

“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

- (2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.”

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006

Revised: August 1, 2017

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

- Where: CA = Cost Adjustment, \$.
BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).
%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).
D = Depth of the HMA mixture, in. (mm).
G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

“1010.06 Blended Finely Divided Minerals. Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

- “(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department’s efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **12.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the “Integrated Contractor Exchange (iCX)” application within the Department’s “EBids System”.

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder’s proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder’s good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of 1.5 ± 0.5 lb/sq yd (0.75 ± 0.25 kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of 9 ± 1 in. (225 ± 25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2):

“LJS Half-Width Application Rate, lb/ft (kg/m) ^{1/}			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
3/4 (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 1/4 (32)	0.66 (0.98)	0.44 (0.66)	
1 1/2 (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 3/4 (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
$\geq 2 \frac{1}{4}$ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

“250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)
	Perennial Ryegrass	50 (55)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	30 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 4/	5 (5)
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass 5/ 7/	5 (5)
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)
<i>Dalea candida</i> (White Prairie Clover) 4/ 5/		5 (5)
<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/		5 (5)
Oats, Spring		50 (55)

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/		Annual Ryegrass
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

Class – Type	Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)
		1 (1) 10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis) <i>Leucanthemum maximum</i> (Shasta Daisy) <i>Gaillardia pulchella</i> (Blanket Flower) <i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohioensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	

Class – Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pychanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO₃ to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

“701.13 Flaggers and Spotters. Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger’s chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor’s needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012

Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

Method of Measurement: The unit of measurement is in hours.

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

PROJECT LABOR AGREEMENT

Effective: May 18, 2007

Revised: August 1, 2019

Description. The Illinois Project Labor Agreements Act, 30 ILCS 571, states that the State of Illinois has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost. A project labor agreement (PLA) is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project that is intended to support this compelling interest. It has been determined by the Department that a PLA is appropriate for the project that is the subject of this contract. The PLA document, provided below, only applies to the construction site for this contract. It is the policy of the Department on this contract, and all construction projects, to allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements.

Execution of Letter of Assent. A copy of the PLA applicable to this project is included as part of this special provision. As a condition of the award of the contract, the successful bidder and each of its subcontractors shall execute a "Contractor Letter of Assent", in the form attached to the PLA as Exhibit A. The successful bidder shall submit a Subcontractor's Contractor Letter of Assent to the Department prior to the subcontractor's performance of work on the project. Upon request, copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization at the pre-job conference.

Quarterly Reporting. Section 37 of the Illinois Project Labor Agreements Act requires the Department to submit quarterly reports regarding the number of minorities and females employed under PLAs. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the PLA of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website <http://www.idot.illinois.gov/Assets/uploads/files/IDOT-Forms/BC/BC%20820.docx>.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e., April 15 for the January – March reporting period). The form shall be emailed to DOT.PLA.Reporting@illinois.gov or faxed to (217) 524-4922.

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Illinois Department of Transportation
PROJECT LABOR AGREEMENT

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this _____ day of

_____, 2022, by and between the Illinois Department of Transportation (“IDOT” or “Department”) in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the “Unions”). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT’s Prime Contractor and each of its subcontractors of whatever tier (“Subcontractor” or “Subcontractors”) on Contract No. 62N41 (hereinafter, the “Project”).

ARTICLE 1 - INTENT AND PURPOSES

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act (“Act”, 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act’s goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT’s Prime Contractor and each of its Subcontractors shall execute a “Contractor Letter of Assent”, in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor’s Contractor Letter of Assent to the Department prior to the Subcontractor’s performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.

- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.
- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all “construction, demolition, rehabilitation, renovation, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.

- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

ARTICLE VI –DISPUTES: GENERAL PRINCIPLES

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.

The arbitrator is not authorized to award back pay or any other damages for a miss assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

DISPUTE PROCESS

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL- CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.

- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
 - (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
 - (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.
- 6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.

- 6.8 Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
 - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,

- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- (d) The arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.

6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

6.12 The Order of Presentation in all Hearings before an Arbitrator shall be

- I. Identification and Stipulation of the Parties
- II. Unions(s) claiming the disputed work presents its case
- III. Union(s) assigned the disputed work presents its case
- IV. Employer assigning the disputed work presents its case
- V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
- VI. Rebuttal by union(s) claiming the disputed work
- VII. Additional submissions permitted and requested by Arbitrator
- VIII. Closing arguments by the parties

- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.
- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.

7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
 - 7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
 - 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
 - 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
 - 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – TERMS OF AGREEMENT

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

Execution Page

Illinois Department of Transportation

Stephen Travia, Director of Highways Project Implementation

Vicki L. Wilson, Director of Finance & Administration

Yangsu Kim, Chief Counsel

Omer Osman, Secretary

(Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the Unions listed below:

(Date)

List Unions:

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. 62N41], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

